

REAL ESTATE MORTGAGE

THE STATE OF SOUTH CAROLINA  
COUNTY OF Greenville

{ AUG 13 4 31 PM '89  
SONNE

59,202.95

This Mortgage is made this 15th day of August 1989 between Mortgagee Bonnie M. Toothman and Robert R. Toothman the Mortgagee Finance America Corporation, a corporation organized and existing under the laws of South Carolina P. O. Box 6020, Greenville, SC 29606

Whereas, Borrower is indebted to Lender in the principal sum of \$9,202.95 Dollars which indebtedness is evidenced by Borrower's note dated August 15, 1989 (herein "Note") providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on August 22, 1989

To secure to Lender the repayment of the indebtedness evidenced by the Note, with interest thereon together with all extensions, renewals or modifications thereof, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns the following described property located in the County of Greenville State of South Carolina

All that certain piece, parcel or lot of land, with any and all improvements thereon, lying, being and situate in Greenville, County, South Carolina, being shown and designated as Lot No. 155, on a plat of South Forest Estates, by Pickell and Pickell, Engineers, dated August 29, 1955, and recorded in Plat Book GG at Page 181 in the R.M.C. Office for Greenville County, and having such courses and distances, metes and bounds as will be shown by reverence to said plat, which plat is incorporated herein by reference.

This conveyance is subject to all restrictions, set back lines, roadways, zoning ordinances, easements and rights-of-way, if any, affecting the above described property.

THIS is the identical property conveyed to Bonnie M. Toothman by Samuel A. McCrary and Annie H. McCrary by deed dated and recorded November 19, 1982, in Deed Book 1177, at Page 535 in the RMC Office for Greenville County, which has the address of 112 W. Belevedere Road Greenville

Greenville, South Carolina, 29605 (herein "Property Address")

To have and to hold unto Lender and Lender's successors and assigns, forever, together with all the improvements now or hereafter created on the property, and all fixtures now or hereafter attached to the property, all of which including replacements and additions thereto, shall be deemed to be and remain in a part of the property covered by this Mortgage, and all of the foregoing together with said property are herein referred to as the "Property"

Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note.

2. Insurance. Borrower shall keep all improvements on said land now or hereafter created, constantly insured for the benefit of the Lender against loss by fire, windstorm and such other casualties and contingencies in such manner and in such companies and for such amounts, not exceeding that amount necessary to pay the sum secured by this Mortgage, and as may be satisfactory to the Lender. Borrower shall purchase such insurance, pay all premiums therefor, and shall deliver to Lender such policies along with evidence of premium payment as long as the note secured hereby remains unpaid. If Borrower fails to purchase such insurance, pay the premiums therefor or deliver said policies along with evidence of payment of premiums thereon, then Lender, at his option, may purchase such insurance. Such amounts paid by Lender shall be added to the Note secured by this Mortgage, and shall be due and payable upon demand by Borrower to Lender.

3. Taxes, Assessments, Charges. Borrower shall pay all taxes, assessments and charges as may be lawfully levied against the Property within thirty (30) days after the same shall become due. In the event that Borrower fails to pay all taxes, assessments and charges as herein required, then Lender at his option, may pay the same and the amounts paid shall be added to the Note secured by this Mortgage, and shall be due and payable upon demand by Borrower to Lender.

4. Preservation and Maintenance of Property. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property.

5. Transfer of the Property: Due on Sale. If the Borrower sells or transfers all or part of the Property or any rights in the Property, the person to whom the Borrower sells or transfers the Property, may take over all of the Borrower's rights and obligations under this Mortgage (known as an "assumption of the Mortgage") if certain conditions are met. These conditions are:  
(A) Borrower gives Lender notice of sale or transfer;  
(B) Lender agrees that the person qualifies under its then usual credit criteria;  
(C) The person agrees to pay interest on the amount owed by Lender under the Note and under this Mortgage at whatever rate Lender requires; and  
(D) The person signs an assumption agreement that is acceptable to Lender and that obligates the person to keep all of the promises and agreements made in the Note and in this Mortgage.

If the Borrower sells or transfers the Property, and the conditions in A, B, C, and D of this section are not satisfied, Lender may require immediate payment in full of the Note secured by the Mortgage, and seek any other remedy allowed by the law. However, Lender will not have the right to require immediate payment in full of any other obligations, as a result of certain transfers. These transfers are:

- (a) the creation of liens or other claims against the Property that are inferior to this Mortgage, such as other mortgages, materialman's liens, etc.;
- (b) a transfer of rights in household appliances to a person who provides the Borrower with the money to buy these appliances, in order to protect that person against possible losses;
- (c) a transfer of the Property to surviving co-owners, following the death of a co-owner, when the transfer is automatic according to law; and
- (d) leasing the Property for a term of three (3) years or less, as long as the lease does not include an option to buy.

6. Warranties. Borrower covenants with Lender that he is seised of the Property in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all incumbrances, and that he will warrant and defend the title against the lawful claims of all persons whomsoever, except for the exceptions hereinafter stated. Title to the Property is subject to the following exceptions:

870

1328